



Ohio Board of Nursing

17 S. High Street, Suite 660 • Columbus, Ohio 43215-3466 • 614-466-3947

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I certify that the attached records are a true copy of Ohio Board of Nursing disciplinary records.

Betsy J. Houchen

Betsy Houchen, R.N., M.S., J.D.
Executive Director





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17 South High Street, Suite 400 • Columbus, Ohio 43215-7410 • (614) 466-3947

May 23, 2012

Katherine Tufts
728 Azalea Dr.
S. Euclid, OH 44143

Ref: Consent Agreement of July 24, 2009
License #R.N. 223599
NM 02991

Dear Ms. Tufts:

On **May 18, 2012**, the Board approved your request for early release from the probationary terms and conditions placed on your nursing license by the July 24, 2009 Consent Agreement .

Sincerely,

Betsy J. Houchen
Betsy J. Houchen, R.N., M.S., J.D.
Executive Director

LFR/mam



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CONSENT AGREEMENT BETWEEN KATHERINE ROCHELLE (CHELLY) TUFTS, R.N., C.N.M. AND OHIO BOARD OF NURSING

This Consent Agreement is entered into by and between **KATHERINE ROCHELLE (CHELLY) TUFTS, R.N., C.N.M. (MS. TUFTS)** and the Ohio Board of Nursing (Board), the state agency charged with enforcing Chapter 4723. of the Ohio Revised Code (ORC), and all administrative rules promulgated thereunder.

MS. TUFTS voluntarily enters into this Consent Agreement being fully informed of her rights under Chapter 119, ORC, including the right to representation by legal counsel and the right to a formal adjudicative hearing on the issues considered herein.

This Consent Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Consent Agreement.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4723.28, ORC, to deny, permanently revoke, revoke, suspend, or place restrictions on any license issued by the Board; reprimand or otherwise discipline a licensee; or impose a fine of five hundred dollars (\$500.00) or less per violation. Section 4723.28(B)(3), ORC, authorizes the Board to discipline a licensee for conviction of, a plea of guilty to, a judicial finding of guilt of, a judicial finding of guilt resulting from a plea of no contest to, or a judicial finding of eligibility for intervention in lieu of conviction for, of a misdemeanor committed in the course of practice. Section 4723.28(B)(19), ORC, authorizes the Board to discipline a licensee for failure to practice in accordance with acceptable and prevailing standards of safe nursing care. Section 4723.28(B)(16), ORC, authorizes the Board to discipline a licensee for violation of Chapter 4723, ORC, or any rules adopted under it. Specifically, Rule 4723-9-09(A), Ohio Administrative Code (OAC), states that a nurse who holds a current valid certificate to prescribe may prescribe a drug provided the prescription is in accordance with: (1) the nurse's standard care arrangement; (2) the scope of practice in the nurse's specialty area; (3) the requirements of the formulary as set forth in section 4723.50 of the Revised Code; and (4) the requirements of chapter 4723, OAC. Rule 4723-8-04(F), OAC, states that a certified nurse-midwife shall notify the Board of the identity of a collaborating physician not later than thirty days after engaging in practice. Rule 4723-8-04(G), OAC, states that a certified nurse-midwife shall notify the Board of any change in

the identity of a collaborating physician not later than thirty days after the change takes effect.

- B. **MS. TUFTS** has been licensed to practice nursing as a registered nurse in the State of Ohio, RN-223599, since 1989; has had a certificate of authority to practice nursing as a certified nurse midwife in Ohio, NM-02991, since 1997; and has had a certificate to prescribe in Ohio, RX 02991, since September 2003.
- C. **MS. TUFTS** knowingly and voluntarily admits to the following:

- (1) In or around April 2006, **MS. TUFTS** resigned from employment at Premier Women's Health in Beachwood, Ohio, thereby terminating her Standard Care Arrangement with her collaborating physician at the facility. Despite her resignation and the termination of the Standard Care Arrangement, **MS. TUFTS** continued to issue prescriptions on prescription forms from Premier Women's Health through September 2006. The prescription forms included the header, Premier Women's Health, followed by **MS. TUFTS**'s name and the address and phone number of Premier Women's Health.

MS. TUFTS indicated to a Board Investigator that she had just received new prescription pads when her relationship with Premier Women's Health ended, that she did not have money to purchase new prescription forms, and that she stapled her current business card to prescriptions that she wrote.

- (2) On March 24, 2008, in Cuyahoga County Court of Common Pleas Case Number CR-07-492263-A, **MS. TUFTS** pled guilty to, and was found guilty of, one (1) count of Attempted Illegal Processing of Drug Documents, a first degree misdemeanor, in violation of Sections 2923.02/2925.23, ORC. The conviction was based on the issuance of a prescription for Ortho Tri-Cyclen by **MS. TUFTS** on or about August 1, 2006, on a prescription form from Premier Women's Health.
- (3) On May 16, 2006, **MS. TUFTS** entered into a new Standard Care Arrangement with different collaborating physicians. As of September 2006, **MS. TUFTS** had failed to notify the Board of the change in the identity of her collaborating physicians.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, **MS. TUFTS** knowingly and voluntarily agrees with the Board to the following terms, conditions, and limitations: **MS. TUFTS**'s license to practice nursing as a registered nurse and certificate to practice as a certified nurse-midwife are hereby

suspended indefinitely. Such suspension is hereby stayed, subject to the following PROBATIONARY terms, conditions, and limitations for a minimum period of two (2) years:

1. **MS. TUFTS** shall obey all federal, state, and local laws, and all laws and rules governing the practice of nursing in Ohio, and shall comply with all terms and conditions imposed in Cuyahoga County Court of Common Pleas Case Number CR-07-492263-A.
2. **MS. TUFTS** shall appear in person for interviews before the full Board or its designated representative as requested by the Board or its designee.
3. In addition to the continuing nursing education required for licensure renewal, **MS. TUFTS** shall successfully complete, and submit documentation of satisfactory completion of the following continuing nursing education prior to January 1, 2010: six (6) hours regarding legal and ethical aspects of prescribing in Ohio; eight (8) hours on professionalism; and eight (8) hours on documentation.

Employment Conditions

4. **MS. TUFTS** shall notify the Board, in writing, of the name and address of any current employer within thirty (30) days following the effective date of this Consent Agreement, or any new employer prior to beginning employment.
5. **MS. TUFTS**, within fifteen (15) days of the effective date of the Consent Agreement, if working in a position in which a nursing license is required, shall provide her collaborating physician(s) and her employer(s) with a copy of this Consent Agreement. Further, **MS. TUFTS** is under a continuing duty to provide a copy of this Consent Agreement to any new collaborating physician(s) prior to entering into a Standard Care Arrangement with the physician, and any new employer prior to accepting employment. **MS. TUFTS** shall have her employer(s), if working in a position where a nursing license is required, submit written reports regarding job performance on a quarterly basis beginning September 1, 2009. **MS. TUFTS** shall have her employer(s) send documentation to the Board, along with the first employer report, of receipt of a copy of this Consent Agreement, including the date the Consent Agreement was received. **MS. TUFTS** shall have her collaborating physician(s) send documentation to the Board of receipt of a copy of this Consent Agreement, including the date the Consent Agreement was received.

Reporting Requirements of Licensee

6. **MS. TUFTS** shall report to the Board, in writing, any violation of this Consent Agreement within thirty (30) days of the occurrence of the violation.

7. **MS. TUFTS** shall sign release of information forms allowing health professionals and other organizations to submit the requested documentation directly to the Board.
8. **MS. TUFTS** shall submit any and all information that the Board may request regarding her ability to practice according to acceptable and prevailing standards of safe nursing practice.
9. **MS. TUFTS** shall not submit or cause to be submitted any false, misleading, or deceptive statements, information, or documentation to the Board or to employers or potential employers.
10. **MS. TUFTS** shall submit the reports and documentation required by this Consent Agreement on forms specified by the Board. All reporting and communications required by this Consent Agreement shall be made to the Compliance Unit of the Board.
11. **MS. TUFTS** shall submit the reports and documentation required by this Consent Agreement or any other documents required by the Board to the attention of the Compliance Unit, Ohio Board of Nursing, 17 South High Street, Suite 400, Columbus, OH 43215-7410.
12. **MS. TUFTS** shall verify that the reports and documentation required by this Consent Agreement are received in the Board office.
13. **MS. TUFTS** shall inform the Board within five (5) business days, in writing, of any change in employment status or of any change in residential or home address or telephone number.

FAILURE TO COMPLY

MS. TUFTS agrees that her license to practice nursing as a registered nurse and certificate to practice as a certified nurse-midwife will be automatically suspended if it appears to the Board that **MS. TUFTS** has violated or breached any terms or conditions of the Consent Agreement. Following the automatic suspension, the Board shall notify **MS. TUFTS** via certified mail of the specific nature of the charges and automatic suspension of her license. Upon receipt of this notice, **MS. TUFTS** may request a hearing regarding the charges.

The above described terms and conditions shall constitute "restrictions placed on a license" for purposes of Section 4723.28(B), ORC. If, in the discretion of the Board, **MS. TUFTS** appears to have violated or breached any terms or conditions of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

DURATION/ MODIFICATION OF TERMS

The terms, limitations and conditions of this Consent Agreement may be modified or terminated, in writing, at any time upon the agreement of both **MS. TUFTS** and the Board.

The Board may only alter the probationary period imposed by this Consent Agreement if: (1) the Board determines that **MS. TUFTS** has complied with all aspects of this Consent Agreement; and (2) the Board determines that **MS. TUFTS** is able to practice according to acceptable and prevailing standards of safe nursing care without Board monitoring, based upon an interview with **MS. TUFTS** and review of the reports as required herein. Any period during which **MS. TUFTS** does not work in a position for which a nursing license is required shall not count toward fulfilling the probationary period imposed by this Consent Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

MS. TUFTS acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

MS. TUFTS waives all of her rights under Chapter 119, ORC, as they relate to matters that are the subject of this Consent Agreement.

MS. TUFTS waives any and all claims or causes of action she may have against the Board, and its members, officers, employees and/or agents arising out of matters which are the subject of this Consent Agreement.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, ORC. The information contained herein may be reported to appropriate organizations, data banks and governmental bodies.

This Consent Agreement is not an adjudication order as discussed in Chapter 119, ORC. Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedures Act, Chapter 119, ORC.

Katherine Rochelle Tufts, R.N., C.N.M.

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EFFECTIVE DATE

MS. TUFTS understands that this Consent Agreement is subject to ratification by the Board prior to signature by the Board President and shall become effective upon the last date of signature below.

Katherine B. Tufts RN, CNM 7/8/09
KATHERINE ROCHELLE TUFTS, R.N., C.N.M. DATE

Brian R. Good

BRIAN R. GOOD

Attorney for Ms. Tufts

DATE

7/8/09

Lisa Klenke, MBA, RN

LISA KLENKE, President

Ohio Board of Nursing

DATE

7.24.09